



INVITATION FOR OFFERS TO PURCHASE

“NUBODY DERMALASE IPL LASER MACHINE”

SCHEDULE ‘A’ - TERMS AND CONDITIONS OF SALE

TCL Asset Group Inc. (TCL), in its capacity as Agent for the Vendor, will consider written Offers to Purchase the following Assets contained in Schedule ‘B’ - ‘List of Assets available for Sale’, pursuant to these Terms and Conditions of Sale:

NuBody Dermalase IPL Laser Machine: More particularly described in Schedule ‘B’ - ‘List of Assets Available for Sale’, and hereinafter referred to as the ‘Assets’.

1. Offers to Purchase must be in writing, in the required ‘Form of Offer to Purchase’ attached hereto as Schedule ‘C’. The Vendor reserves the right to reject any offers not in the form of Schedule ‘C’.
2. Offers to Purchase the Assets may be submitted as follows:
 - **‘En Bloc’** – i.e. Offers to purchase together, ‘En Bloc’, all Assets contained in Schedule ‘B’ – “List of Assets available for sale”.
3. All sales are in **Canadian Funds**.
4. There can be no sale of the purchased Assets conducted by the Purchaser at the premises.
5. Upon acceptance of the Offer to Purchase by the Vendor, Schedule ‘C’ - ‘Form of Offer to Purchase’ together with Schedule ‘A’ - Terms and Conditions of Sale, and Schedule ‘B’ – ‘List of Assets Available for Sale’, which shall be deemed to form part of such Offer, shall constitute a binding **“Agreement of Purchase and Sale”** with the Purchaser.
6. Acceptance of the Offer to Purchase is subject to confirmation and approval of the Vendor. The highest or any Offer to Purchase need not necessarily be accepted. No person shall vary, retract, withdraw or countermand his Offer to Purchase before notification of acceptance or rejection of the Offer. The Vendor reserves the right to terminate the sales process at any time prior to closing.
7. All sales will be on an “as is, where is” basis. Any Offer to Purchase will be accepted on the basis that the Purchaser has inspected the Assets, and no warranty, guarantee, or condition of the Assets is expressed or implied by TCL or the Vendor as to description, size, condition, quality, quantity, access to the site, or in any way whatsoever, and any descriptive material provided, and attached hereto.

Schedule ‘B’ - ‘List of Assets Available for Sale’, is provided solely for the convenience of prospective purchasers and is not warranted to be complete or accurate. The Purchaser shall be deemed to have relied entirely on her/his own inspection and investigation concerning the Assets and their description and condition; and access to location; and her/he is purchasing and accepts the Assets on an ‘as is, where is’ basis, and condition.



Schedule 'A' Continued

8. The purchase price is payable as follows:
For the purchase of the Assets 'En Bloc':

The Vendor will accept or reject the offer within 12 hours of receiving the Offer to Purchase.

Upon acceptance of the Offer to Purchase, 100% of the Total Gross Purchase Price offered is required to be paid immediately by bank wire transfer, or equivalent, payable to **TCL Asset Group Inc.** Payments are being accepted by TCL on behalf of the Vendor. The Closing Date is considered to be the date that the payment is received in full.

The Purchaser shall on the closing date pay in addition to the Gross Purchase Price set out in his offer all applicable Sales Taxes, and Goods and Services Tax, etc., and shall indemnify and save the Vendor harmless, with respect to any liability therefor.

The Purchaser acknowledges that they will be responsible for removing the Purchased Assets from the premises within 7 business days of the Closing Date.

9. The Purchaser shall take possession of the Assets as they exist on the Closing Date, from which date the Purchaser shall assume all the risks and responsibilities in connection therewith.
10. Upon completion of the Agreement of Purchase and Sale, the Purchaser shall be entitled to such deeds, bills of sale, or assignments that the Vendor, acting reasonably, may consider necessary to convey all its right, title and interest in.
11. The Purchaser shall at his own expense be solely responsible for removing the Assets from their present location at the Purchaser's cost and expense. The Purchaser shall hold TCL and the Vendor harmless and indemnify them from and against any and all claims and demands that may, at any time, be made against TCL and the Vendor in respect of the Purchaser's action in removing the Assets or failure to remove from its present location within the time limit specified in point 8 above.



SCHEDULE “B” - LIST OF ASSETS AVAILABLE FOR SALE

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“NUBODY DERMALASE IPL LASER MACHINE”

- Lot 3- 2019 NuBody Dermalase IPL Laser, Model Dermalase, S/N 2019/076, comes with skin rejuvenation handpiece, hair removal handpiece, two pairs of glasses with cases, spare parts, and funnel.



SCHEDULE "C" - FORM OF OFFER TO PURCHASE

INVITATION FOR OFFERS TO PURCHASE

"NUBODY DERMALASE IPL LASER MACHINE"

We hereby submit the following irrevocable Offer to Purchase, in accordance with and subject to the Terms and Conditions of Sale contained in Schedule "A" annexed hereto and forming part of this Offer.

Amount of Offer

1. **En Bloc' Offer** : For Assets contained in Schedule 'B',

In the total amount of _____ \$

Plus: 13% H.S.T _____ \$

TOTAL PAYABLE IN CANADIAN FUNDS _____ \$

Please Note:

Assets are located at 56 Pennsylvania Ave., Unit 13, Concord, Ontario, Canada

Name & Position of Offeror: _____

Company _____

Address: _____

Telephone: _____ **Fax:** _____

Email Address: _____

Dated at _____ **this** _____ **day of** _____, 2020.

Per: _____ **Witness:** _____
(Signature - I have authority to bind the company.)

Date: _____ **Date:** _____

To be Completed by TCL Asset Group Inc.

Offer Accepted:

Per: _____ Date: _____

